



# Group Personal Accident

Policy Wording



Berkshire Hathaway  
Specialty Insurance

[www.bhspecialty.com](http://www.bhspecialty.com)

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## About this Policy

Please read this Policy Wording carefully to ensure *You* understand what insurance cover is provided. If *You* have any questions or if *You* would like more information, please contact *Your* broker.

In consideration of payment of the *Premium* and subject to the provisions of the *Policy*, *We* will indemnify *You* as set out in this *Policy*. *You* are required to comply with the terms and conditions of the *Policy*. Please remember that if *You* do not comply with any term or condition, *We* may (to the extent permitted by law) decline or reduce any claim payment and/or cancel *Your Policy*. If more than one person is insured under the *Policy*, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the *Policy*.

This *Policy* is issued by Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA. NZ Company No. 5737531, FSP 445946). *We* are authorised by the Reserve Bank of New Zealand to carry on general insurance business in New Zealand. *You* can reach *Us* by email at [newzealand@bhspecialty.com](mailto:newzealand@bhspecialty.com) or *You* can write to *Us* at PO Box 106-844, Auckland 1143. *You* can view our privacy policy at <https://bhspecialty.com/privacy-policy/privacy-policy-new-zealand> and our complaints procedure at <https://bhspecialty.com/international/new-zealand-products/nz-disclosures>.

# Summary of Coverage

Please note that this is a limited summary of some aspects of the insurance only and does not form part of the terms of the insurance. The *Policy* provides only those covers that are specified in the *Policy Schedule*. Those covers are subject to the terms, limitations, conditions and exclusions of the *Policy* that are not listed in this Summary.

## PERSONAL ACCIDENT AND SICKNESS

### PART I – ACCIDENTAL DEATH AND DISABLEMENT

We will pay up to the agreed lump sum if an *Insured Person* suffers an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* that results in *Accidental Death* or a *Bodily Injury* specified in the Table of Events.

### PART II – WEEKLY INJURY BENEFIT

We will pay a Weekly Injury Benefit following an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* that results in *Bodily Injury* to an *Insured Person*.

### PART III – FRACTURED BONES

We will pay up to the agreed lump sum if an *Insured Person* suffers an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* that results in specified Fractured Bones.

### PART IV – BODILY INJURY RESULTING IN SURGERY OUTSIDE NEW ZEALAND

We will pay up to the sum insured for specified surgery following an *Accident* that results in an *Insured Person* having to undergo surgery outside of New Zealand.

### PART V – BODILY INJURY RESULTING IN LOSS OR DAMAGE TO TEETH

We will pay up to the agreed lump sum if an *Insured Person* suffers an *Accident* during the *Period of Insurance* and the *Insured Person's Effective Period of Cover* that results in loss or damage to *Teeth*.

### PART VI – WEEKLY SICKNESS BENEFIT

We will pay up to the agreed lump sum if an *Insured Person* suffers *Sickness*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*.

### PART VII – SICKNESS RESULTING IN SURGERY OUTSIDE NEW ZEALAND

We will pay up to the agreed lump sum if an *Insured Person* suffers *Sickness*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover* that results in an *Insured Person* having to undergo specified surgery outside of New Zealand.

## BHSI HEALTH AND WELLBEING

We will provide a range of rehabilitation and assistance benefits if an *Insured Person* suffers a *Bodily Injury*, *Sickness* or other specified event during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*. Such benefits include:

- Terrorism Benefit;
- Accommodation and Transport Expenses;
- Chauffeur Benefit;
- Education Fund Benefit; and
- Unexpired Membership Benefit.

## General Definitions

The following general definitions apply for the purpose of all Sections of the *Policy*.

**Accident** means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the *Insured Person*. An *Accident* must occur both during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*.

**Accidental Death** means the death of an *Insured Person* as a result of an *Accident*.

**Act of Terrorism** means any planning, action or threat of action where the planning or action is done or the threat is made against persons or property with the intention of advancing a political, religious or ideological cause.

**Bodily Injury** means an identifiable physical injury resulting solely and directly from an *Accident* and which occurs independently of any *Sickness* or any other cause, where the *Bodily Injury* and *Accident* both occur during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*. It does not mean a *Sickness* or a *Pre-Existing Condition*.

**Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

**Dependent Child(ren)** means the *Insured Person's* and their *Spouse or Partner's* unmarried children (including step or legally adopted children) who are under nineteen (19) years of age, and living with the *Insured Person*; or under twenty five (25) years of age and are a full-time student at an accredited institution of higher learning and in either case, are primarily dependent upon the *Insured Person* for their maintenance and support.

This definition is also extended to include an *Insured Person's* unmarried children of any age who permanently live with the *Insured Person* and are physically or mentally incapable of self-support.

**Doctor** means a *Doctor* or *Specialist* who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- i. the *Policyholder*;
- ii. an *Insured Person*;
- iii. a *Relative* of the *Insured Person*; or
- iv. an *Employee* of the *Policyholder*.

**Effective Period of Cover** means the specified period for which an *Insured Person* has access to benefits under the *Policy* as provided under General Condition "*Insured Person's Access to Benefits Under the Policy*".

**Employee** means any person in the *Policyholder's* service including board members and directors (executive and non-executive), and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the *Policyholder's* behalf.

**Event(s)** means the event(s) described in the relevant Table of Events set out under the Personal Accident and Sickness Section in the *Policy*.

**Excess** means the amount *We* will not pay of each and every claim which the *Policyholder* or *Insured Person* is required to bear themselves. This relevant amount will be stated in the *Policy Schedule* pertaining to each event.

**Excess Period** means a period of time directly following an event giving rise to a claim for which no benefits are payable as specified in the *Policy Schedule*.

**Hairline Fracture** means minute cracks in the bone.

**Income** means the weekly pre-tax earnings, derived from physical and personal exertion, earned on average by the *Insured Person*:

- i. over a period of one (1) year immediately prior to the event; or
- ii. over the period of employment if such period is shorter than one (1) year.

For self-employed *Insured Persons*, *Income* shall be calculated after deducting all necessarily incurred business expenses in deriving such *Income*.

For salaried *Insured Persons*, allowances, bonuses, commissions and overtime payments shall be excluded when deriving *Income*.

For total employment cost or salary packaged *Insured Persons*, *Income* includes wages, travel allowances, club membership fees, motor vehicle, housing loan or rental subsidy, clothing or meal allowances and excludes bonuses, overtime payments and commissions.

**Insured Person** means any person who is shown in the *Policy Schedule* as an *Insured Person* and/or meets the eligibility criteria under this *Policy*, is nominated by the *Policyholder*, agreed to by *Us* and for whom *Premium* has been paid or agreed to be paid.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Non-Scheduled Flight(s)** means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, or to and from fixed terminals.

**Other Fracture** means any fracture other than a *Simple Fracture*, *Complete Fracture* or *Hairline Fracture*.

**Paraplegia** means the *Permanent* loss of use of both legs and the *Permanent* loss of use of the whole of or part of the lower half of the body.

**Period of Insurance** means the period declared on the *Policy Schedule* or such shorter time if the *Policy* ends earlier in accordance with its terms or law. Each renewal results in a new contract and new *Period of Insurance*.

**Permanent** means having lasted twelve (12) consecutive months and at the expiry of that time being without hope of improvement.

**Permanent Total Disablement** means total disablement as a result of an *Accident* which continues for twelve (12) consecutive months and at that time is certified by a *Doctor* as being beyond hope of improvement and entirely preventing the *Insured Person* forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

**Policy** means *Our* contract with the *Policyholder* and includes this *Policy* wording, the current *Policy Schedule* and any Endorsement or other document *We* may tell *You* forms part of the terms and conditions of the *Policy*.

**Policy Schedule** means the relevant and current *Policy Schedule* issued to *You* or the *Policyholder* by *Us*. A new *Policy Schedule* is issued on each renewal.

**Policyholder** means the named entity or person(s) listed as the *Policyholder* in the *Policy Schedule*. The *Policyholder* is the contracting insured.

**Pre-Existing Condition** means any *Sickness*, disease, disability, syndrome or other condition, including any symptoms or side effects of these:

- i. suffered by the *Insured Person* and of which the *Insured Person* is aware, or a reasonable person in the circumstances would be expected to have been aware, in the twelve (12) month period prior to the *Insured Persons* being covered by this *Policy*;
- ii. for which the *Insured Person* has sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to the *Insured Person* being covered by this *Policy*; or
- iii. that is a terminal condition of with which the *Insured Person* has been diagnosed at any time prior to the *Insured Person* being covered by this *Policy*.

**Premium** means the amount shown in the *Policy Schedule* that is payable in respect of the *Policy* by the *Policyholder*.

**Professional Sport** means any sport for which an *Insured Person* receives any fee, monetary reward or sponsorship as a result of their participation.

**Quadriplegia** means the *Permanent* loss of use of both arms and both legs.

**Relative** means the *Insured Person's Spouse or Partner*, fiancé(e), child, step-child, parent, parent-in-law, step parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, niece, nephew, uncle, aunt, grandparent or grandchild.

**Sickness** means any illness, disease, disability, syndrome or other condition suffered by the *Insured Person*, occurring during the *Period of Insurance* and the *Insured Person's Effective Period of Cover*, but does not include a

*Bodily Injury or Pre-Existing Condition.*

**Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a *Doctor* requires minimal and uncomplicated medical treatment.

**Specialist** means a *Doctor* referred to or recognised by another *Doctor* as a *Specialist* in their field of medicine to whom they have referred the *Insured Person* to for treatment.

**Spouse or Partner** means an *Insured Person's* husband or wife and includes a de-facto and/or life partner of any sex with whom the *Insured Person* has continuously cohabited for a period of three (3) months or more.

**Temporary Partial Disablement** means that in the opinion of a *Doctor*, the *Insured Person* is temporarily unable to engage in a substantial part of their usual occupation whilst an *Insured Person* and under the regular care of and acting in accordance with the instructions or advice of a *Doctor*.

**Temporary Total Disablement** means that in the opinion of a *Doctor*, the *Insured Person* is temporarily unable to engage in any part of their usual occupation whilst an *Insured Person* and under the regular care of and acting in accordance with the instructions or advice of a *Doctor*.

**Tooth or Teeth** means a sound and natural permanent tooth, including capped or crowned teeth, but does not include first teeth, dentures, implants and dental fillings.

**We/Our/Us** means the Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) who is the *Insurer* and issuer of this *Policy*.

**You/Your** means the *Policyholder* listed in the *Policy Schedule*.

# Personal Accident and Sickness

## Personal Accident

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, an *Insured Person* suffers an *Accident* which directly results in *Bodily Injury* within 12 months of the *Accident*, We will pay the corresponding amounts shown in the Table of Events below under Part I to Part V if an amount is shown in the *Policy Schedule*.

## Sickness

In the event an *Insured Person* suffers *Sickness*, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, We will pay the corresponding amounts shown in the Table of Events below under Part VI and/or Part VII if an amount is shown in the *Policy Schedule*.

## TABLE OF EVENTS

### PART I – ACCIDENTAL DEATH AND DISABLEMENT

Cover for an *Event* under this Part I only applies if an amount is shown in the *Policy Schedule* Part I – Accidental Death & Disablement.

<p style="text-align: center;"><b>The Events</b></p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;"><b>Benefit Amounts</b></p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown in <i>Policy Schedule</i> Part I – Accidental Death &amp; Disablement.</p>
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent Paraplegia or Quadriplegia</i>	100%
4. <i>Permanent</i> loss of sight of one or both eyes	100%
5. <i>Permanent</i> loss of use of one or more <i>Limbs</i>	100%
6. <i>Permanent</i> and incurable insanity	100%
7. <i>Permanent</i> loss of the lens of: (a) both eyes (b) one eye	100% 60%
8. <i>Permanent</i> loss of hearing of: (a) both ears (b) one ear	80% 30%
9. Burns: (a) third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body (b) second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50% 25%
10. <i>Permanent</i> loss of use of four fingers and thumb of either hand	80%
11. <i>Permanent</i> loss of use of four fingers of either hand	50%



<p style="text-align: center;"><b>The Events</b></p> <p style="text-align: center;">The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i>.</p>	<p style="text-align: center;"><b>Benefit Amounts</b></p> <p style="text-align: center;">The amounts shown below are a percentage of the amount shown in <i>Policy Schedule Part I – Accidental Death &amp; Disablement</i>.</p>
<p>12. <i>Permanent</i> loss of use of the thumb of either hand:</p> <p>(a) both joints</p> <p>(b) one joint</p>	<p style="text-align: right;">40%</p> <p style="text-align: right;">20%</p>
<p>13. <i>Permanent</i> loss of use of fingers of either hand:</p> <p>(a) three joints</p> <p>(b) two joints</p> <p>(c) one joint</p>	<p style="text-align: right;">15%</p> <p style="text-align: right;">10%</p> <p style="text-align: right;">5%</p>
<p>14. <i>Permanent</i> loss of use of toes of either foot:</p> <p>(a) all – one foot</p> <p>(b) great – both joints</p> <p>(c) great – one joint</p> <p>(d) other than great – each toe</p>	<p style="text-align: right;">15%</p> <p style="text-align: right;">5%</p> <p style="text-align: right;">3%</p> <p style="text-align: right;">1%</p>
<p>15. Fractured leg or kneecap with established non-union</p>	<p style="text-align: right;">10%</p>
<p>16. Loss of at least fifty percent (50%) of all <i>Teeth</i></p>	<p style="text-align: right;">1% to a maximum of \$10,000 in total</p>
<p>17. Shortening of leg by at least five centimetres (5 cm)</p>	<p style="text-align: right;">7.5%</p>
<p>18. <i>Permanent</i> Partial Disablement not otherwise provided for under <i>Events 7 to 17</i></p>	<p>Such percentage of the amount shown in Part I – Accidental Death &amp; Disablement in the <i>Policy Schedule</i> as <i>We</i> at <i>Our</i> absolute discretion determine being not inconsistent with the Benefit Amount provided under <i>Events 7 to 17</i>. The maximum amount payable under <i>Event 18. (Permanent Partial Disablement)</i> is fifty thousand dollars (\$50,000).</p>

## PART II – WEEKLY INJURY BENEFIT

Cover for an *Event* under this Part II only applies if an amount is shown in the *Policy Schedule* Part II – Weekly Injury Benefit.

<b>The Events</b> The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	<b>Benefit Amounts</b> The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part II – Weekly Injury Benefit.
19. <i>Temporary Total Disablement</i>	Where an <i>Insured Person</i> suffers <i>Temporary Total Disablement</i> as a result of a <i>Bodily Injury</i> and where that <i>Temporary Total Disablement</i> persists, after the <i>Excess Period</i> , We will pay up to the amounts and the period shown in the <i>Policy Schedule</i> Part II – Weekly Injury Benefit, but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> .
20. <i>Temporary Partial Disablement</i>	Where an <i>Insured Person</i> suffers <i>Temporary Partial Disablement</i> as a result of a <i>Bodily Injury</i> and where that <i>Temporary Partial Disablement</i> persists, after the <i>Excess Period</i> , We will pay up to the amounts and the period shown in the <i>Policy Schedule</i> Part II - Weekly Injury Benefit, less any amount of current earnings as a result of working in a reduced capacity with the <i>Policyholder</i> , but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> .  Should the <i>Insured Person</i> be able to return to work with the <i>Policyholder</i> in a reduced capacity, but elect not to do so then the benefit payable will be 25% of <i>Event 19 – Temporary Total Disablement</i> .

## PART III – FRACTURED BONES

Cover for an *Event* under this Part III only applies if an amount is shown in the *Policy Schedule* Part III – Fractured Bones.

<b>The Events</b> The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	<b>Benefit Amounts</b> The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part III – Fractured Bones.
21. Neck, skull or spine ( <i>Complete Fracture</i> )	100%
22. Hip (any fracture)	75%
23. Jaw, pelvis, leg, ankle or knee ( <i>Complete Fracture</i> )	50%
24. Cheekbone, shoulder ( <i>Complete Fracture</i> ) or neck, skull or spine ( <i>Simple Fracture, Hairline Fracture or Other Fracture</i> )	30%
25. Arm, elbow, wrist or ribs ( <i>Complete Fracture</i> )	25%
26. Jaw, pelvis, leg, ankle or knee ( <i>Simple Fracture, Hairline Fracture or Other Fracture</i> )	20%
27. Nose or collar bone (any fracture)	20%
28. Arm, elbow, wrist or ribs ( <i>Simple Fracture, Hairline Fracture or Other Fracture</i> )	10%
29. Finger, thumb, foot, hand or toe (any fracture)	7.5%

## PART IV – BODILY INJURY RESULTING IN SURGERY OUTSIDE NEW ZEALAND

Cover for an *Event* under this Part IV only applies only if an amount is shown in the *Policy Schedule* Part IV – Bodily Injury Resulting in Surgery. The surgery must be undertaken outside New Zealand and must be carried out within twelve (12) months of the date of the *Accident*. Any payment made will be subject to proof of surgery being undertaken.

The Events	Benefit Amounts
The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part IV – Bodily Injury Resulting in Surgery.
30. Craniotomy	100%
31. Amputation of a <i>Limb</i>	100%
32. Fracture of a <i>Limb</i> requiring open reduction	50%
33. Dislocation of a joint requiring open reduction	25%
34. Any other surgical procedure carried out under a general anaesthetic	5%

## PART V – BODILY INJURY RESULTING IN LOSS OR DAMAGE TO TEETH

Cover for an *Event* under this Part V only applies if an amount is shown in the *Policy Schedule* Part V – Bodily Injury Resulting in Loss or Damage to Teeth.

The benefit payable under this Part shall be limited to a maximum of two thousand dollars (\$2,000) for any one *Accident* causing *Bodily Injury* which results in loss or damage to *Teeth*.

The Events	Benefit Amounts
The following <i>Event(s)</i> must occur within 12 months of the date of the <i>Accident</i> .	The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part V – Bodily Injury Resulting in Loss of Damage to Teeth.
35. Loss of <i>Teeth</i> , per <i>Tooth</i>	100%
36. Chipped or broken <i>Teeth</i> , per <i>Tooth</i>	50%

## Part VI – WEEKLY SICKNESS BENEFIT

Cover for an *Event* under this Part VI only applies if an amount is shown in the *Policy Schedule* Part VI – Weekly Sickness Benefit.

The Events	Benefit Amounts The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part VI – Weekly Sickness Benefit.
37. <i>Temporary Total Disablement</i>	Where an <i>Insured Person</i> suffers a <i>Temporary Total Disablement</i> as a result of a <i>Sickness</i> and where that <i>Temporary Total Disablement</i> persists, after the <i>Excess Period</i> , We will pay up to the amounts and the period shown in the <i>Policy Schedule</i> - Weekly Sickness Benefit, but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> .
38. <i>Temporary Partial Disablement</i>	Where an <i>Insured Person</i> suffers <i>Temporary Partial Disablement</i> as a result of a <i>Sickness</i> and where that <i>Temporary Partial Disablement</i> persists, after the <i>Excess Period</i> , We will pay up to the amounts and the period shown in the <i>Policy Schedule</i> – Weekly Sickness Benefit, less any amount of current earnings as a result of working in a reduced capacity with the <i>Policyholder</i> , but not exceeding the percentage of <i>Income</i> shown in the <i>Policy Schedule</i> for that <i>Insured Person</i> .  Should the <i>Insured Person</i> be able to return to work with the <i>Policyholder</i> in a reduced capacity, but elect not to do so then the benefit payable will be 25% of <i>Event</i> 37 – <i>Temporary Total Disablement</i> .

## PART VII – SICKNESS RESULTING IN SURGERY OUTSIDE NEW ZEALAND

Cover for an *Event* under this Part VII only applies if an amount is shown in the *Policy Schedule* Part VII – Sickness Resulting in Surgery. The surgery must be undertaken outside New Zealand and must be carried out within twelve (12) months of the date the *Insured Person* first becomes aware of the *Sickness*. Any payment made will be subject to proof of surgery being undertaken.

The Events The following <i>Event(s)</i> must occur within 12 months of the date the <i>Insured Person</i> first becomes aware of the <i>Sickness</i>	Benefit Amounts The amounts shown below are a percentage of the amount shown under <i>Policy Schedule</i> Part VII – Sickness Resulting in Surgery.
39. Open heart surgical procedure	100%
40. Brain surgery	100%
41. Abdominal surgery carried out under general anaesthetic	50%
42. Any other surgical procedure carried out under a general anaesthetic	5%

## Conditions

In addition to the “General Conditions Applicable to all Sections of the *Policy*”:

- I. except as provided below, *Our* total liability for all claims arising under Part I – Accidental Death & Disablement, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability Any One Accident or Occurrence;
- II. *Our* total liability for all claims arising under Part I – Accidental Death & Disablement, in respect of any one *Accident* or series of *Accidents* arising out of any one occurrence during the *Period of Insurance*, relating to air travel on *Non-Scheduled Flights*, shall not exceed the amount shown in the *Policy Schedule* – Aggregate Limit of Liability Non-Scheduled Flights;
- III. where an *Insured Person* is exposed to the elements as a result of an *Accident* and suffers from any of the *Events* stated in the Table of Events as a direct result of that exposure within twelve (12) months of the *Accident*, the *Insured Person* will be deemed for the purposes of this *Policy* to have suffered a *Bodily Injury* on the date of the *Accident*;
- IV. any benefit payable for *Events* 1 to 18 will be paid in addition to any benefit already paid for under *Events* 19 and 20 in respect of the same *Bodily Injury*;
- V. after payment of a benefit as a result of the occurrence of any of the *Events* 2 to 7(a) all cover with respect to that *Insured Person* under Personal Accident & Sickness will cease;
- VI. if as a result of *Bodily Injury*, the *Insured Person* is entitled to any benefit under *Events* 19 and/or 20 and subsequently becomes entitled to a benefit amount under the Table of Events for *Events* 2 or 3, all benefits payable for *Events* 19 and/or 20 will cease from the date of such entitlement;
- VII. where an *Insured Person* claims benefits in respect of *Events* 19 and/or 20 or *Events* 37 and/or 38, the *Insured Person* agrees upon *Our* written request to:
  - a. participate and co-operate with *Us* in establishing and following a plan comprising activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
  - b. provide *Us* with any medical reports that are relevant to *Events* 19 and/or 20 or *Events* 37 and/or 38 or relevant to a plan to achieve or expedite their return to their usual occupation;
  - c. consent to their treating *Doctors*, their employer, *Us* or service providers that *We* nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
  - d. undertake reasonable medical investigations or attend medical examinations as requested by *Us*.
- VIII. no benefit will be payable for *Events* 19 and/or 20 or *Events* 37 and/or 38 in respect of any one *Bodily Injury* or *Sickness* at all unless the *Insured Person* shall as soon as possible after the happening of a *Bodily Injury* or *Sickness* giving rise to a claim under this Section, procure and follow proper medical advice from a *Doctor*;
- IX. the amount of the benefits payable for *Events* 19 and/ or 20 or *Events* 37 and/or 38 as set out in the *Policy Schedule* will be paid monthly in arrears. Any benefits payable for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly benefit for each day during which disablement continues;
- X. if a claim occurs for an *Insured Person* under *Events* 19 and/or 20 or *Events* 37 and/or 38 as a result of *Bodily Injury* or *Sickness*, and whilst during the *Period of Insurance* the *Insured Person* suffers from the same or an associated disablement, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *Insured Person* has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new *Bodily Injury* or *Sickness* and a new *Excess Period* will apply;

- XI. if as a result of a *Bodily Injury* or *Sickness* or disease the *Insured Person* is entitled to receive a disability income benefit under the Accident Compensation Act 2001 (NZ) or any amending or replacing legislation or any legislation having a similar effect, the benefit payable for *Events 19* and/or *20* or *Events 37* and/or *38* will be reduced by the amount necessary to limit the total of all such disability income benefits and the benefit under this Section to the *Insured Person's Income*;
- XII. if the benefit payable with respect to *Events 1* to *18* is salary linked, the actual benefit payable for an *Insured Person* who is not in receipt of a salary will be limited to the lesser of the maximum sum insured stated in the *Policy Schedule* or \$250,000;
- XIII. any benefit payable for *Events 1-18* for *Insured Persons* who have attained the age of eighty (80) and are under eighty five (85) years of age will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$250,000 unless otherwise specified;
- XIV. any benefit payable for *Events 1-18* for *Insured Persons* who have attained the age of eighty five (85) and are under ninety (90) years of age will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$100,000 unless otherwise specified;
- XV. any benefit payable for *Event 1, Accidental Death* and *Events 3-18* for *Insured Persons* who have attained the age of ninety (90) years will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$25,000 unless otherwise specified; and
- XVI. the benefit payable to *Insured Persons* under eighteen (18) years of age for *Event 1 Accidental Death* will be 10% of the sum insured shown in the *Policy Schedule* or \$50,000, whichever is less, and with respect to *Events 2* to *18*, the benefit will be limited to the lesser of the sum insured stated in the *Policy Schedule* or \$250,000 unless otherwise specified.

## Exclusions

In addition to the General Exclusions Applicable to all Sections of the *Policy*, We will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- I. any claim for more than one of the *Events 1* to *18* in respect of the same *Bodily Injury*;
- II. any more than one benefit for *Events 19* and/or *20* or *Events 37* and/or *38* that occur at the same period of time;
- III. any claim for *Events 19* and/or *20* or *Events 37* and/or *38* which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
- IV. any claim for *Events 19* and/or *20* or *Events 37* and/or *38* for *Insured Persons* who have attained the age of eighty (80) years unless otherwise stated in the *Policy Schedule*; or
- V. any claim for *Event 2, Permanent Total Disablement* for *Insured Persons* who have attained the age of ninety (90) years unless otherwise stated in the *Policy Schedule*.

# BHSI Health and Wellbeing

## BHSI HEALTH

### Accidental H.I.V. Infection Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

- I. as a direct result of *Bodily Injury* caused by a violent and physical bodily assault by another person on the *Insured Person*; or
- II. as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an *Insured Person's Bodily Injury* or *Sickness*,

We will pay the *Insured Person* up to the amount stated in the *Policy Schedule* – Accidental H.I.V. Infection Benefit, provided that:

- I. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to *Us* and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty-eight (48) hours from the date and time of the event giving rise to the potential H.I.V. infection;
- II. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the H.I.V. infection; and
- III. a recognised laboratory carries out medical and clinical tests that conclusively prove that the *Insured Person* was not H.I.V. positive prior to or at the time and date of the event giving rise to the H.I.V. infection.

No benefit will be payable if *You* or the *Insured Person* fail to comply with or to provide the required level of proof.

### Bed Care Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers a *Bodily Injury* or *Sickness* and becomes a bed care patient outside New Zealand, *We* will pay up to the amount stated in the *Policy Schedule* – Bed Care Benefit for each completed twenty-four (24) hour period that an *Insured Person* remains a bed care patient.

### Coma Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* which directly causes or results in the *Insured Person* being in a state of continuous unconsciousness and the *Insured Person* or their legal representative provide *Us* with a *Doctor's* certificate that verifies that the direct cause of the continuous unconsciousness was the *Bodily Injury*, *We* will pay the *Insured Person* or their legal representative the amount stated in the *Policy Schedule* – Coma Benefit.

### Disappearance

If the body of an *Insured Person* is not found within twelve (12) months after an *Accident* during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, *Accidental Death* will be presumed in the absence of any evidence to the contrary. The *Accidental Death* benefit amount set out under *Event 1* shall become payable, subject to a signed undertaking by the beneficiary that if the *Insured Person* is subsequently found alive, such *Accidental Death* benefit amount will be refunded to *Us*.

### Escalation of Claim Benefit

Subject to renewal of this *Policy* and payment of the *Premium*, after payment of a benefit under *Events 19, 20, 37* or *38* continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by a compound rate of five percent (5%) per annum.

### **Modification Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* for which a benefit is paid under *Events 2 or 3*, We will pay up to the amount shown in the *Policy Schedule – Modification Benefit*, for costs necessarily incurred to modify the *Insured Person's* home and/or motor vehicle, or costs associated with relocating the *Insured Person* to a more suitable home, provided that medical evidence is presented from a *Doctor* certifying the modification and/or relocation is necessary.

### **Premature Birth/Miscarriage Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, We will pay the *Insured Person* the lump sum benefit amount shown in the *Policy Schedule – Premature Birth/Miscarriage Benefit*.

### **Rehabilitation Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* for which a benefit is paid under *Events 2, 19 or 20*, We will pay up to the amount shown in the *Policy Schedule – Rehabilitation Benefit* for costs necessarily incurred for tuition or advice for the *Insured Person* from a licensed vocational school, provided such tuition or advice is undertaken with *Our* prior written agreement and that medical evidence is presented from a *Doctor* certifying the tuition or advice is necessary.

### **Terrorism Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is an eye witness to an *Act of Terrorism*, We will pay the *Insured Person* or *Policyholder* up to the amount specified in the *Policy Schedule – Terrorism Benefit*.

### **Trauma Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* is an eye witness to or victim of a criminal act such as murder, rape, sexual assault, violent robbery or a kidnapping, We will pay the *Insured Person* or *You* up to the amount specified in the *Policy Schedule – Trauma Benefit*.

### **Visitors Benefit**

If a third party visits the *Policyholder's* premises during the *Period of Insurance* in a business capacity and sustains a *Bodily Injury* which, had the visitor been an *Insured Person*, would have resulted in a benefit being paid under *Events 1 or 2*, we will pay the *Policyholder* the amount shown in the *Policy Schedule - Visitors Benefit*.

### **Work Experience Benefit**

If a person is undertaking authorised work experience with the *Policyholder* and, whilst performing occupational duties on behalf of the *Policyholder* sustains a *Bodily Injury* which, had the person been an *Insured Person*, would have resulted in a benefit being paid under *Events 1 to 9*, We will pay the *Policyholder* the amount shown in the *Policy Schedule – Work Experience Benefit*.

### **Workplace Assault Benefit**

If an *Insured Person* sustains a *Bodily Injury* as a result of an unprovoked assault at their usual place of employment or whilst in the course of their duties on behalf of the *Policyholder*, We will pay the *Insured Person* the amount shown in the *Policy Schedule – Workplace Assault Benefit*.



## BHSI WELLBEING

### Accommodation and Transport Expenses

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the *Insured Person's* normal place of residence, *We* will pay the actual and reasonable transport and/or accommodation expenses incurred by their *Spouse or Partner* and/or *Dependent Child(ren)* to travel to or remain with the *Insured Person* up to the amount shown in the *Policy Schedule – Accommodation and Transport Expenses*.

### Advanced Payment

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* or *Sickness* for which benefits are payable under *Events 19* or *37*, provided that medical evidence is presented from a *Doctor* certifying that the total period of *Temporary Total Disablement* will be a minimum of twenty-six (26) continuous weeks, *We* will pay at the time of first payment eighteen (18) weeks benefit.

### Chauffeur Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* or *Sickness* for which a benefit is paid under *Events 19* or *37*, provided that medical evidence is presented from a *Doctor* certifying that the *Insured Person* is unable to operate a motor vehicle or travel on other available modes of public transport, *We* will pay up to the amount shown in the *Policy Schedule – Chauffeur Benefit*, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *Insured Person* directly to and from their normal place of residence and normal place of work.

### Childcare Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* for which a benefit is paid under *Events 2* to *7(a)*, *We* will pay the *Insured Person* the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown in the *Policy Schedule – Childcare Benefit*, but only in respect of additional costs that would not otherwise have been incurred.

### Corporate Image Protection

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* which results in *Accidental Death* or *Permanent Total Disablement*, *We* will pay the *Policyholder* the actual and reasonable expenses necessarily incurred for the services of a public relations firm for the purpose of protecting the *Policyholder's* corporate image, up to the amount shown in the *Policy Schedule – Corporate Image Protection*.

### Dependent Child Support

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers a *Bodily Injury* which results in *Accidental Death*, *We* will pay to the *Insured Person's Spouse or Partner* or legal representative of the *Insured Person's* estate, the amount shown in the *Policy Schedule – Dependent Child Support*, for each *Dependent Child* of the *Insured Person* subject to the maximum benefit amount stated per family.

### Domestic Help Benefit for Spouse or Partner

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Spouse or Partner* of the *Insured Person* is a non *Income* earner, and sustains a *Bodily Injury* for which a benefit would be payable under *Events 19* and/or *20* and a *Doctor* certifies that they are unable to carry out domestic duties, *We* will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown in the *Policy Schedule – Domestic Help Benefit*, provided that the domestic help is not carried out by the *Insured Person* or their *Relatives*, nor a person permanently residing with the *Insured Person*.

### Education Fund Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers an *Accidental Death*, *We* will pay for fees incurred on behalf of each surviving *Dependent Child*, up to the amount shown in the *Policy Schedule – Education Fund Benefit*, to that *Dependent Child's* school or tertiary education provider.

### Executor Emergency Cash Advance Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers an *Accidental Death*, upon the executor of the estate's request, *We* will advance to the executor of the *Insured Person's* estate the amount shown in the *Policy Schedule* – Executor Emergency Cash Advance Benefit, whilst the administration of the *Insured Person's* estate is being arranged.

### Funeral Expenses Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers an *Accidental Death*, *We* will reimburse the reasonable expenses incurred up to the amount stated in the *Policy Schedule* - Funeral Expenses Benefit for the *Insured Person's* funeral, burial or cremation or the cost of returning the *Insured Person's* body or ashes to a place nominated by the *Insured Person's Spouse or Partner* or the legal representative of the *Insured Person's* estate.

### Independent Financial Advice Benefit

Following payment of a benefit amount under *Events 1 to 8*, *We* will reimburse the *Insured Person's Spouse or Partner* or estate up to the maximum amount shown in the *Policy Schedule* – Independent Financial Advice Benefit, for professional financial planning advice provided by a qualified financial planner within twelve (12) months after the date of the event.

### Orphan Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* and their *Spouse or Partner* suffer an *Accidental Death* as a result of the same *Accident*, *We* will pay to the *Insured Person's* estate or the guardian of the *Dependent Children* a lump sum benefit for each surviving *Dependent Child* subject to a maximum benefit amount per family as shown in the *Policy Schedule* – Orphan Benefit.

### Out of Pocket Expenses Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment, *We* will pay the actual and reasonable costs incurred up to the maximum amount shown in the *Policy Schedule* – Out of Pocket Expenses, provided that those costs are not insured elsewhere under this *Policy*, or *We* are otherwise prohibited by law from making such payments.

### Replacement Staff/Recruitment Costs

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* and in *Our* judgement *We* believe that a benefit will be paid under *Events 1 or 2*, *We* will pay the actual and reasonable costs incurred by the *Policyholder* for the recruitment of replacement *Employees*, up to the amount shown in the *Policy Schedule* – Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the *Policyholder's* business to continue. The *Policyholder* must first provide a signed undertaking that any amount paid to the *Policyholder* will be repaid to *Us* if it is found that a valid claim did not or will not eventuate.

### Spouse or Partner Employment Training Benefit

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury* which results in an *Accidental Death* or *Permanent Total Disablement*, *We* will reimburse an *Insured Person's Spouse or Partner* up to the benefit amount shown in the *Policy Schedule* – Spouse or Partner Employment Training Benefit for the actual costs incurred for training or retraining the *Insured Person's Spouse or Partner*:

- I. for the sole purpose of obtaining gainful employment;
- II. to improve their potential for employment; and/or
- III. to enable them to improve the quality of care they can provide to the *Insured Person*,

provided that:

- I. the *Spouse or Partner* has not attained the age of seventy (70) years of age at the commencement of the training; and
- II. the training is provided by a recognised institution with qualified skills to provide such training.

This benefit is payable in addition to any other applicable benefit amount payable under this *Policy* and only applies if the *Spouse or Partner* incurs Employment Training Expenses within twenty-four (24) months following the date of the *Insured Person's Bodily Injury* resulting in an *Accidental Death* or *Permanent Total Disablement*.

### **Student Tutorial Benefit**

If an *Insured Person* is a registered full time student and, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* sustains a *Bodily Injury*, and a *Doctor* certifies that the *Insured Person* is unable to attend classes as a result of the *Bodily Injury*, We will pay the actual costs incurred for home tutorial services to the maximum amount shown in the *Policy Schedule* – Student Tutorial Benefit, provided that the tutorial service is not carried out by the *Insured Person's Relatives* or a person permanently residing with the *Insured Person*.

### **Unexpired Membership Benefit**

If, during the *Period of Insurance* and an *Insured Person's Effective Period of Cover*, the *Insured Person* suffers a *Bodily Injury* which results in a benefit being paid under:

- I. *Events 2 to 8*; or
- II. *Events 19 and/or 20* for which a *Doctor* certifies in writing will continue for a minimum period of twenty-six (26) weeks,

and it is certified by a *Doctor* as preventing the *Insured Person* from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, We will pay the *Insured Person* a pro-rata refund of such fees paid for the current season or membership period, up to an aggregate amount as shown in the *Policy Schedule* – Unexpired Membership Benefit.

# General Conditions Applicable to all Sections of the Policy

## Alteration of Risk

You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury, liability, loss or *Sickness*. If We agree to the change We will do so in writing and the *Policyholder* must pay Us any additional *Premium* We may require.

## Assignment

You must not assign the *Policy*, or any rights under the *Policy*, without Our prior written consent by way of endorsement to the *Policy*.

## Authorisation and Notifications

By acceptance of the *Policy*, the *Policyholder* agrees to act on behalf of *Insured Persons* as well as itself with respect to the giving and receiving of notice of claim or cancellation, the payment of *Premiums* and the receiving of any return *Premium* due under the *Policy*, the negotiation, agreement to and acceptance of endorsements, and the giving and receiving of any notice provided in the *Policy*, and *Insured Persons* agree that the *Policyholder* shall act on their behalf.

We will send all notices in relation to the *Policy* to:

- the *Policyholder's* nominated insurance intermediary until We receive written notice to the contrary from the *Policyholder*; or
- if there is no nominated intermediary, the *Policyholder*, acting on the behalf of *Insured Persons*.

Any notice We give the *Policyholder* will be in writing, and it will be effective:

- if it is delivered to the *Policyholder* or their agent personally; or
- if it is delivered or posted to the *Policyholder's* address (including an electronic address) or the *Policyholder's* intermediary's address last known to Us.

## Cancellation

The *Policyholder* may cancel this *Policy* at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the *Policyholder's* written notice of cancellation or such time as may be otherwise agreed.

We may cancel the *Policy* or any Section thereof for non-payment of *Premium*, by sending 10 days' written notice of cancellation to the *Policyholder*. If the *Policyholder* pays in full the *Premium* due within the notice period, Our notice of cancellation will be ineffective.

If the *Policy* is cancelled by either the *Policyholder* or Us, We will refund the *Premium* for the *Policy* less a pro-rata proportion of the *Premium* to cover the period for which insurance applied less any government fees, taxes and duties We cannot recover. However We will not refund any *Premium* if We have paid a claim or benefit to You or an *Insured Person* under the *Policy*.

## Currency

All amounts shown are in New Zealand dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the National Business Review on the date the expense is incurred or loss is sustained. All claims will be paid in New Zealand dollars.

## Entire Contract/Alteration

This *Policy* will not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

### Insured Person's Access to Benefits under the Policy

An *Insured Person* may only make a claim for benefits for which cover is available in accordance with the *Policy* terms and conditions, limitations and exclusions.

An *Insured Person's Effective Period of Cover* begins on the date the *Insured Person* is added to the *Policy* by *Us* at request of the *Policyholder* and ends on the earlier of:

- the time they cease to be an *Insured Person*;
- the time the *Policyholder* requests that such *Insured Person* no longer has access to benefits under the *Policy*;
- the date the *Policy* ends in accordance with the *Policy* or law (for example, when the *Period of Insurance* ends, the *Policy* is not renewed or is cancelled).

Cover in respect to an *Insured Person's Spouse or Partner* and/or *Dependent Child(ren)* will end on the earlier of:

- the date insurance cover in respect of the applicable *Insured Person* is terminated in accordance with the above; or
- the date such *Spouse or Partner* and/or *Dependent Child(ren)* ceases to be a *Spouse or Partner* and/ or *Dependent Child(ren)* of the *Insured Person*.

We are not obliged to notify an *Insured Person, Spouse or Partner* and/or *Dependent Child(ren)* of termination of the *Policy*.

### Medical Examination or Post Mortem

At *Our* expense, *We* will be entitled to have any *Insured Person* medically examined or in the event of death, a post mortem examination carried out. *We* will give the *Insured Person* or their legal representative fair and reasonable notice of the medical examination or post mortem.

### Other Insurance

In the event of a claim, the *Policyholder* and/or *Insured Person* must advise *Us* as to any other insurance policies that may be available to pay or partially pay that claim.

### Reasonable Precautions

The *Policyholder* and/or *Insured Person* must take all reasonable care to prevent or minimise damage, injury, liability, loss, *Accident* or *Sickness*, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### Governing Law and Jurisdiction

The *Policy* is governed by the laws of New Zealand. Any dispute relating to the *Policy* shall be submitted to the exclusive jurisdiction of the New Zealand Courts.

### Providing Proof of Loss

The *Insured Person* must keep documents they will need in case of a claim. These proofs may include, but not be limited to, substantiation of the *Insured Person's* earnings, receipts, statements or medical certificates relating to a claim, injury reports, claim forms and any other relevant documentation which comes into *Your* or an *Insured Person's* possession.

### Subrogation

If *We* make any payment under this *Policy*, then to the extent of that payment, *We* may exercise any rights of recovery held by the *Policyholder* or the *Insured Person*. The *Policyholder* and the *Insured Person* must not do anything which reduces any such rights and must provide reasonable assistance to *Us* in pursuing any such rights. *We* will have full discretion in the conduct, settlement or defence of any claim in the *Policyholder* or the *Insured Person's* name.

The amount recovered will be applied first to reducing the amount by which the *Policyholder's* or the *Insured Person's* loss exceeds the payment made by *Us*. Any balance remaining after the *Policyholder* or the *Insured Person* has been fully compensated for the loss, up to the amount *We* have paid to settle the claim (including *Our* legal fees for recovery), will be retained by *Us*.

In relation to any claim under the *Policy*, the *Policyholder* and/or the *Insured Person* must not admit fault and must not offer or promise to pay any money, become involved in litigation or agree to exclude or limit *Your* rights to recover damages from another person in respect of a loss *You* suffer without *Our* approval.

# General Exclusions Applicable to all Sections of the Policy

We will not pay benefits, loss, costs or expense under any Section of the *Policy* directly or indirectly caused by, arising from or attributable to:

- I. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- II. cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of *Bodily Injury* to, or *Sickness* suffered by, the *Insured Person*);
- III. sexually transmitted or transmissible disease or any infection or virus derived from a sexually transmitted or transmissible disease except to the extent provided under – BHSI Health and Wellbeing – Accidental H.I.V. Infection Benefit;
- IV. treatment or services covered by:
  - a. the Accident Compensation Act 2001 (NZ) or any amending or replacing legislation;
  - b. any workers' compensation legislation;
  - c. any government sponsored fund, plan or medical benefit scheme; or
  - d. any other insurance policy required to be effected by or under law;
- V. professional or medical services rendered in any jurisdiction where *We* are prohibited by law from paying those expenses in that jurisdiction;
- VI. any claim where the *Policyholder* or the *Insured Person*, or any of *Your* or the *Insured Person's* representatives refused to follow *Our* instructions and directions;
- VII. an *Insured Person* engaging in or taking part in:
  - a. training for or participating in *Professional Sport* of any kind; or
  - b. flying in an aircraft or aerial device other than as a passenger in any aircraft licensed to carry passengers;
- VIII. intentional self-inflicted *Bodily Injury*, suicide or any illegal or criminal act committed by the *Policyholder* or an *Insured Person*;
- IX. any claim that would result in *Us* contravening any workers' compensation legislation and/or transport accident legislation;
- X. any claim, cover or benefit to the extent that provision of the cover, payment of such claim or provision of such benefit would expose *Us* to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America;
- XI. any loss under any section of the *Policy* as a direct or indirect result of *Pre-Existing Condition(s)* of an *Insured Person*; or
- XII. amounts recoverable by the *Policyholder* and/or the *Insured Person* from any other source (with the exception of other insurance).



Berkshire Hathaway  
Specialty Insurance

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